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Honorable Karen A. Overstreet
Chapter : 11
Hearing Location: Seattle, Room 7206
Hearing Time: 11:00 am
Hearing Date: October 22, 2010
Response Date: October 18, 2010

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re:

COAST CRANE COMPANY,

Debtor.

Case No. 10-21229-KAO

**FINAL ORDER (I) AUTHORIZING DEBTOR TO OBTAIN
POSTPETITION FINANCING PURSUANT TO SECTION 364 OF THE
BANKRUPTCY CODE, (II) AUTHORIZING THE USE OF CASH
COLLATERAL PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE,
(III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION
LENDERS PURSUANT TO SECTIONS 361, 362, 363 AND 364 OF THE
BANKRUPTCY CODE, (IV) GRANTING LIENS AND SUPERPRIORITY
CLAIMS, ~~(V) SCHEDULING A FINAL HEARING ON THE DEBTOR'S
MOTION TO INCUR SUCH FINANCING ON A PERMANENT BASIS~~**

This matter is before the Court on the motion (Docket No. 11, the "Motion") filed by Coast Crane Company, as debtor and debtor-in-possession (the "Debtor")¹ in the above-captioned chapter 11 case (the "Case") requesting entry of an order, on an interim and final basis, among other things:²

(1) Authorizing and approving, pursuant to sections 105, 361, 362, 363 and 364 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 4001, and

¹ The Debtor is Coast Crane Company, a Delaware corporation (EIN 32-0120926).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Facility Agreement (defined below).

1 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the Debtor,
2 as Borrower, and the other Credit Parties signatory thereto to obtain postpetition financing up
3 to the principal amount of \$20,000,000 (the “DIP Facility”) from PNC Bank, National
4 Association (in its individual capacity, “PNC Bank”), for itself as a DIP Lender, and as
5 administrative agent for the DIP Lenders (in such capacity, the “DIP Agent”), and the other
6 lenders from time to time parties to the DIP Facility Agreement (as defined
7 below) (collectively, in their lender capacity, the “DIP Lenders”), to (A) fund, among other
8 things, ongoing working capital, general corporate, and other financing needs of the Debtor,
9 (B) pay down the Revolving Advances (as defined below), which amounts are stipulated to be
10 secured by the Prepetition Collateral (as defined below), (C) provide the Prepetition Agent and
11 Prepetition Lenders with the Adequate Protection (each as defined below), (D) pay certain
12 transaction fees, and other costs and expenses of administration of the Case, and (E) pay fees
13 and expenses (including, without limitation, reasonable fees and expenses of counsel and
14 financial advisors) owed to the DIP Agent and the DIP Lenders under the DIP Facility
15 Documents (obligations under the DIP Facility and under this Final Order, including, without
16 limitation, principal, accrued interest, unpaid reasonable fees and expenses, and all other
17 obligations and amounts due from time to time under the DIP Facility Documents (as defined
18 below) shall be referred to hereinafter collectively as the “Postpetition Indebtedness”);

19 (2) Authorizing and empowering the Debtor to execute and enter into the
20 DIP Facility Documents and to perform such other and further acts as may be required in
21 connection with the DIP Facility Documents;

22 (3) providing, pursuant to section 364(c) and (d) of the Bankruptcy Code,
23 that the obligations under the DIP Facility:

24 a. have priority over any and all administrative expenses, including,
25 without limitation, the kind specified in sections 105, 326, 328, 330, 331, 503(b), 506(c),
26 507(a), 507(b), 546(c), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such
27 expenses or claims may become secured by a judgment lien or other consensual or non-
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1 consensual lien, levy or attachment, whether incurred in the Case or any successor case, which
2 allowed superpriority claims of the DIP Agent and DIP Lenders shall be payable from, and
3 have recourse to, all prepetition and postpetition property of the Debtor as provided herein
4 (other than from the Avoidance Actions and proceeds thereof), subject to the payment in full in
5 cash of the Carve-Out (as defined below) and, to the extent payable, the Purchaser Break-Up
6 Fee and Expense Reimbursement³ (the “DIP Facility Superpriority Claims”); and

7 b. be and be deemed immediately secured by valid, binding,
8 continuing, enforceable, fully perfected and unavoidable first priority senior priming security
9 interests and liens (the “DIP Facility Liens”) in and on all prepetition and postpetition property
10 and assets of the Debtor, whether real or personal, tangible or intangible, and wherever located,
11 and whether now existing or hereafter acquired, including proceeds, products, offspring, rents
12 and profits thereof (the “Collateral”), subject only to the Carve-Out and the Permitted Prior
13 Liens and, to the extent payable, the Expense Reimbursement; provided, however, that the
14 Collateral shall not include avoidance actions and/or the proceeds thereof pursuant to
15 sections 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code (the “Avoidance
16 Actions”);

17 (4) authorizing the Debtor pursuant to sections 361 and 363(c) and (e) of the
18 Bankruptcy Code to use “cash collateral” (as defined under section 363 of the Bankruptcy
19 Code) and provide Adequate Protection as defined in below to the Prepetition Agent and
20 Prepetition Lenders on account of their claims under the Prepetition Loan Documents (as
21 defined below) for any diminution in the value of their respective interests in the Prepetition
22 Collateral (as defined below) caused by the use of Cash Collateral and the terms of the
23 financing being granted herein; and

24
25
26 ³ As used herein, the term “Expense Reimbursement” means the expense reimbursement, if any, to be paid to the
27 Purchaser by the Debtor in accordance with the Purchase Agreement, as approved by the Court in the Bid
Procedures Order (defined below).

1 (5) scheduling, pursuant to Bankruptcy Rule 4001, a final hearing (the
2 "Final Hearing") before this Court to consider entry of an order approving the DIP Facility,
3 authorizing the use of Cash Collateral, and authorizing the grant of Adequate Protection to the
4 Prepetition Agent and Prepetition Lenders, all on a final basis (the "Final Order"), as set forth
5 in the Motion.

6 Pursuant to Bankruptcy Rules 4001(b) and 4001(c)(1), following due and sufficient
7 notice under the circumstances, the Court held interim hearings on the Motion on
8 September 24, 2010 and September 28, 2010, and entered orders granting interim relief to the
9 Debtor as provided in orders entered on September 24, 2010 and September 30, 2010. Due and
10 sufficient notice of the final hearing before this Court to consider entry of this Final Order (the
11 "Final Hearing") having been provided by the Debtor as set forth in paragraph H below, and
12 the Final Hearing having been held on October 22, 2010, and the Court having considered of all
13 the pleadings filed with this Court, including any objections to the relief requested in the
14 Motion that were not withdrawn or resolved at or prior to the Final Hearing; and upon the
15 record made by the Debtor at the interim hearings and the Final Hearing, and the Declarations
16 of Matthew W. Hudson (Docket No. 12) and Tom Neary (Docket No. 15), and after due
17 deliberation and consideration and good and sufficient cause appearing therefore;

18 IT IS HEREBY FOUND:

19 A. On September 22, 2010 (the "Petition Date"), the Debtor commenced in
20 this Court a case under chapter 11 of the Bankruptcy Code. The Debtor is continuing to
21 operate its business and manage its properties as debtor in possession pursuant to sections 1107
22 and 1108 of the Bankruptcy Code.

23 B. No request for the appointment of a trustee or examiner has been made
24 in this Case. The Official Committee of Unsecured Creditors (the "Committee") has been
25 appointed or designated by the U.S. Trustee's office. The Committee has engaged and is
26 represented by counsel.

1 C. This Court has subject matter jurisdiction to consider this matter
2 pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
3 Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4 D. Subject to the rights of any non-Debtor party in interest as provided in
5 paragraph 6 herein, the Debtor acknowledges, agrees and stipulates that:

6 (i) Pursuant to that certain Revolving Credit and Security
7 Agreement, dated as of May 18, 2007, among NCA Crane Acquisition Co., Inc., Coast
8 Crane Holdings, Inc., and Coast Crane Company, PNC Bank, as a Prepetition Lender
9 and administrative and collateral agent (in such capacity, the “Prepetition Agent”), and
10 Wells Fargo Bank, N.A. and Colonial Pacific Leasing Corporation as lenders (each, a
11 “Prepetition Lender” and collectively in their lender capacity, the “Prepetition
12 Lenders”) party thereto (as amended, supplemented, or otherwise modified as of the
13 Petition Date, the “Prepetition Credit Agreement”; and together with all other
14 agreements, documents, notes, instruments and any other agreements delivered pursuant
15 thereto or in connection therewith, the “Prepetition Loan Documents”), the Prepetition
16 Lenders made loans, and provided other financial accommodations to or for the benefit
17 of the Debtor;

18 (ii) Pursuant to the Prepetition Loan Documents, the Debtor was, as
19 of the close of business on the Petition Date, indebted to the Prepetition Agent and the
20 Prepetition Lenders in the amount of \$74,847,000 with respect to “Revolving
21 Advances” (as defined in the Prepetition Credit Agreement, the “Revolver”), plus
22 accrued and unpaid fees, costs and expenses due and owing thereunder;

23 (iii) For purposes of this Final Order, the term “Prepetition
24 Indebtedness” shall mean and include, without duplication, any and all amounts owing
25 or outstanding under the Prepetition Loan Documents (including, without limitation, all
26 “Obligations” as defined in the Prepetition Credit Agreement), and all interest on, fees
27 and other costs, expenses and charges owing in respect of, such amounts (including,

1 without limitation, any reasonable attorneys', accountants', financial advisors' and other
2 fees and expenses that are chargeable or reimbursable under the applicable provisions of
3 the Prepetition Loan Documents), and any and all obligations and liabilities, contingent
4 or otherwise, owed with respect to other obligations outstanding thereunder;

5 (iv) Pursuant to the Prepetition Loan Documents, the Debtor granted
6 to the Prepetition Agent, for the benefit of the Prepetition Lenders, liens and security
7 interests (the "Prepetition Liens") on and in substantially all of the Debtor's property
8 and assets whether real or personal, tangible or intangible, and wherever located, and
9 whether now or hereafter existing or acquired, and all the proceeds, products, offspring,
10 rents and profits thereof (the "Prepetition Collateral") to secure the Prepetition
11 Indebtedness and guaranties thereof;

12 (v) As of the Petition Date and immediately prior to giving effect to
13 this Final Order, but subject to the rights of any non-Debtor party in interest as provided
14 in paragraph 6 of this Final Order, (a) the Prepetition Loan Documents are valid and
15 binding agreements and obligations of the Debtor, (b) the Prepetition Liens
16 (i) constitute valid, binding, enforceable and perfected first priority security interests
17 and liens, subject only to the Permitted Encumbrances (as defined in the Prepetition
18 Credit Agreement) and (ii) are not subject to avoidance, reduction, disallowance or
19 subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law,
20 (c) the Prepetition Indebtedness constitutes the legal, valid and binding obligations of
21 the Debtor, and the Prepetition Indebtedness, and any amounts paid at any time to the
22 Prepetition Agent or any Prepetition Lender on account thereof or with respect thereto,
23 are not subject to (i) any objection, offset, defense or counterclaim of any kind or
24 nature, or (ii) avoidance, reduction, disallowance, recharacterization or subordination
25 pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (d) no claims
26 of the Debtor exist against the Prepetition Agent or any Prepetition Lender under any
27 contract or tort (including, without limitation, lender liability) theories of recovery or

1 pursuant to section 105 or chapter 5 (including, without limitation, sections 510, 544,
2 547, 548, 549 or 550) of the Bankruptcy Code; and

3 (vi) Subject to the rights of any non-Debtor party in interest as
4 provided in paragraph 6 of this Final Order, the Debtor has waived, discharged and
5 released any right it may have to challenge any of the Prepetition Indebtedness and the
6 security for those obligations, and to assert any offsets, defenses, claims, objections,
7 challenges, causes of action and/or causes of action against the Prepetition Agent, the
8 Prepetition Lenders and/or any of their respective affiliates, parents, subsidiaries,
9 agents, attorneys, advisors, professionals, officers, directors and employees (in their
10 respective capacities as such).

11 E. The Debtor's business has an immediate need for financing under the
12 DIP Facility and use of Cash Collateral in order to permit, among other things, the orderly
13 continuation of the operation of its business, to maintain business relationships with vendors,
14 suppliers and customers, to make payroll, to make capital expenditures and to satisfy other
15 working capital and operational, financial and general corporate needs. The access of the
16 Debtor to sufficient working capital and liquidity through the incurrence of new indebtedness
17 for borrowed money and other financial accommodations and use of Cash Collateral is vital to
18 the preservation and maintenance of the going concern values of the Debtor and to the success
19 of the Case. Without such credit and use of Cash Collateral, the Debtor would not be able to
20 operate its business and the Debtor's estate would be irreparably harmed.

21 F. The Debtor is unable to obtain sufficient financing from sources other
22 than the DIP Lenders on terms more favorable than under the DIP Facility and all the
23 documents and instruments delivered pursuant thereto or in connection therewith (inclusive of
24 the DIP Facility Agreement (as defined below), the "DIP Facility Documents"). The Debtor
25 has been unable to obtain sufficient unsecured credit solely under section 503(b) (1) of the
26 Bankruptcy Code as an administrative expense. New credit is unavailable to the Debtor
27 without providing (a) the DIP Agent, for the benefit of the DIP Lenders, the DIP Facility
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1 Superpriority Claims and the DIP Facility Liens as provided herein and in the DIP Facility
2 Documents, and (b) the Prepetition Agent and Prepetition Lenders with Adequate Protection of
3 their interests in the Prepetition Collateral on the terms and conditions as set forth herein.

4 G. The DIP Agent, DIP Lenders, Prepetition Agent, and Prepetition Lenders
5 are willing to provide financing to the Debtor and/or consent to the use of Cash Collateral and
6 other Collateral by the Debtor subject to (i) the entry of this Final Order, (ii) the terms and
7 conditions of the DIP Facility Documents, and (iii) findings by the Court that such postpetition
8 financing and use of Cash Collateral is essential to the Debtor's estates, that the terms of such
9 financing and use of Cash Collateral were negotiated in good faith and at arm's length, and that
10 the DIP Facility Liens, DIP Facility Superpriority Claims, and the other protections granted
11 pursuant to this Final Order and the DIP Facility Documents with respect to such financing and
12 use of Cash Collateral will not be affected by any subsequent reversal, modification, vacatur, or
13 amendment of this Final Order or any other order, as provided in section 364(e) of the
14 Bankruptcy Code. The DIP Agent, DIP Lenders, Prepetition Agent, and Prepetition Lenders
15 have each acted in good faith in, as applicable, negotiating, consenting to and agreeing to
16 provide the postpetition financing arrangements and/or use of Cash Collateral as contemplated
17 by this Final Order and the other DIP Facility Documents, and the reliance by the DIP Agent,
18 DIP Lenders, Prepetition Agent, and Prepetition Lenders on the assurances referred to above is
19 in good faith.

20 H. Notice of the Final Hearing and the proposed entry of this Final Order
21 has been provided to (a) the twenty (20) largest creditors listed in the Debtor's list of creditors
22 (excluding insiders), (b) the Office of the United States Trustee for the Western District of
23 Washington (the "U.S. Trustee"), (c) counsel to the DIP Agent and Prepetition Agent, (d) Knott
24 Partners, L.P., as successor in interest to JPM Mezzanine Capital, LLC (the "Junior Lender")
25 under that certain Term Loan and Security Agreement dated May 18, 2007 to which the Debtor
26 is a party ("Junior Loan Agreement"); (e) all known parties asserting a lien against the
27 Collateral, (e) the U.S. Attorney, (f) the Attorney General for the State of Washington, (g) any
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1 other party that has filed a request for notice pursuant to Bankruptcy Rule 2002 or is required to
2 receive notice under the Bankruptcy Rules and Local Bankruptcy Rules, and (h) to all parties
3 identified in the mailing matrix filed in this case by the Debtor (collectively, the “Notice
4 Parties”). Under all the circumstances, the requisite notice of the Motion and the relief
5 requested thereby and this Final Order has been provided in accordance with Bankruptcy
6 Rule 4001.

7 I. The ability of the Debtor to finance its operations and the availability to
8 the Debtor of sufficient working capital and other financial and general corporate liquidity
9 through the incurrence of new indebtedness for borrowed money and other financial
10 accommodations, and use of Cash Collateral are in the best interests of the Debtor and its
11 creditors and estate. The primary purpose of the financing and use of cash collateral authorized
12 hereunder is to enable the Debtor to continue operations pending the consummation of the sale
13 of substantially all of the Debtor’s assets to Coast Rainier Acquisition Company or its assigns
14 (collectively, the “Purchaser”) pursuant to that certain Asset Purchase Agreement (the
15 “Purchase Agreement”) dated September 21, 2010, subject to the Debtor’s receipt of higher and
16 better bids in accordance with bidding procedures described in the Order, Inter Alia, (i)
17 Scheduling a Hearing to Approve Asset Purchase Agreement with Coast Rainier Acquisition
18 Company for Sale of Debtor’s Assets, Free and Clear of Liens; (ii) Approving the Form and
19 Manner of Notice; (iii) Approving Expense Reimbursement; (iv) Approving Bidding
20 Procedures; and (v) Approving Procedures for Assumption and Assignment of Executory
21 Contracts (Docket No. 197) (the “Bid Procedures Order”). The financing and use of Cash
22 Collateral authorized hereunder is vital to avoid immediate irreparable harm to the Debtor’s
23 business, properties and estates and to allow the orderly continuation of the Debtor’s business
24 pending the consummation of a sale.

25 J. Based upon the record presented by the Debtor to this Court: (i) the
26 terms of the DIP Facility and use of Cash Collateral are the best available under the
27 circumstances, reflect the Debtor’s exercise of prudent business judgment consistent with its
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1 fiduciary duty, and are supported by reasonably equivalent value and fair consideration; and
2 (ii) the DIP Facility and use of Cash Collateral has been negotiated in good faith and at arm's
3 length among the Debtor, DIP Agent, DIP Lenders, Prepetition Agent and Prepetition Lenders,
4 and any loans, credit, use of Cash Collateral or other financial accommodations set forth in this
5 Final Order shall be deemed to have been extended, issued, made, or consented to, as the case
6 may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

7 K. The Prepetition Agent and Prepetition Lenders have consented to the
8 relief sought in the Motion; provided, that such consent is expressly limited to: (i) the Debtor's
9 use of Cash Collateral solely on the terms and conditions set forth in this Final Order; and
10 (ii) the postpetition financing being provided by the DIP Agent and DIP Lenders as
11 contemplated by this Final Order and the DIP Facility Documents. Nothing in this Final Order,
12 including, without limitation, any of the provisions herein with respect to adequate protection,
13 shall constitute, or be deemed to constitute, a finding that the interests of the Prepetition Agent
14 and Prepetition Lenders are or will be adequately protected with respect to any non-consensual
15 use of Cash Collateral or priming of the Prepetition Liens.

16 L. The Junior Lender asserts that the Debtor owed obligations under the
17 Junior Loan Agreement in the principal amount of \$15,000.000 as of the Petition Date plus
18 accrued and unpaid interest, fees, costs and expenses due and owing under the Junior Loan
19 Agreement (collectively, the "Junior Prepetition Indebtedness") which are secured by valid,
20 properly perfected liens (the "Junior Prepetition Liens") in substantially all of the Debtor's
21 prepetition assets (the "Junior Prepetition Collateral"). Nothing in this Final Order shall be
22 deemed to fix the amount of the Junior Lender's claim.

23 M. The Debtor asserts that pursuant to the terms of the Junior Loan
24 Agreement and the Intercreditor Agreement, to the extent the liens securing the indebtedness
25 under the Prepetition Credit Agreement are subordinated or *pari passu* with liens and claims
26 granted to the DIP Lenders under this Final Order, the Junior Prepetition Liens will similarly be
27 subordinated to the liens securing the postpetition financing on the same basis as the Junior
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1 Prepetition Liens are subordinated to the liens securing the indebtedness under the Prepetition
2 Credit Agreement.

3 N. The Junior Lender asserts that it is entitled to adequate protection for
4 Debtor's proposed use of cash collateral to the extent permitted under the Intercreditor
5 Agreement. The Junior Lender asserts that entry of this Final Order shall not waive, limit or
6 otherwise affect any rights, claims or defenses of any of the parties to the Intercreditor
7 Agreement.

8 O. The Debtor asserts that (i) it entered into certain agreements with
9 Manitowoc Cranes, Inc. Grove U.S. LLC and National Crane Corporation (collectively,
10 "Manitowoc"), and De Lage Landen Financial Services ("DLL") pursuant to which it may have
11 granted purchase money security interests in certain inventory purchased by the Debtor and
12 financed through DLL and/or Manitowoc for which Manitowoc has not been paid in full, and
13 (ii) to the extent that such security interests were granted and were properly perfected as
14 purchase money security interests in inventory under applicable non-bankruptcy law,
15 Manitowoc and/or DLL may have valid prepetition purchase money security interests in certain
16 property of the Debtor's estate. Any issues with respect to the relative priority as between the
17 liens and claims granted to the DIP Lenders or the Prepetition Lenders pursuant to this Final
18 Order and the liens of Manitowoc/Grove and DLL are reserved.

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

20 1. Disposition. The Motion is granted as set forth in this Final Order. Any
21 objections that have not previously been withdrawn or resolved at the hearing are hereby
22 overruled. This Final Order shall immediately become effective upon its entry.

23 2. Authorization to Borrow Under the DIP Facility. With its consent and
24 agreement, the Debtor is deemed to have re-executed and re-delivered all documents
25 comprising the Prepetition Credit Agreement as of the Petition Date, which shall constitute,
26 together with a fully executed and delivered Modification to DIP Facility Agreement in
27 substantially the form annexed to the Motion, the "DIP Facility Agreement". With its consent

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1 and agreement, the Debtor is deemed to have re-executed and re-delivered all of the Prepetition
2 Loan Documents, all of which shall constitute DIP Facility Documents. Provided that the
3 Debtor is not in default under the terms of this Final Order or the DIP Facility Agreement, the
4 Debtor is authorized to borrow under the DIP Facility from the DIP Lenders, in accordance
5 with the terms and conditions of the DIP Facility Agreement and only in the amounts and at the
6 times set forth in the budget attached hereto as Exhibit A (the “DIP Budget”), up to
7 \$20,000,000 in an aggregate principal amount of advances (the “DIP Facility Amount”)
8 (together with interest and reasonable fees, charges and expenses payable under the DIP
9 Facility Documents), and to use amounts borrowed under the DIP Facility to fund the Debtor’s
10 working capital and other general corporate needs pursuant to the terms and conditions
11 contained in the DIP Facility Documents, this Final Order and in any other orders of this Court,
12 including, but not limited to, any amounts outstanding with respect to the Revolver.

13 3. DIP Facility Superpriority Claims. For the Postpetition Indebtedness and
14 any other of the Debtor’s obligations arising under the DIP Facility Documents, the DIP
15 Lenders and DIP Agent are each granted, pursuant to section 364(c)(1) of the Bankruptcy
16 Code, subject only to the payment in full in cash of the Carve-Out and, to the extent payable,
17 the Expense Reimbursement, the allowed DIP Facility Superpriority Claims, which claims shall
18 be payable from and have recourse to, in addition to the Collateral, any unencumbered
19 prepetition or postpetition property of the Debtor whether now existing or hereafter acquired
20 (other than the Avoidance Actions and proceeds thereof). The DIP Facility Superpriority
21 Claims shall be deemed legal, valid, binding, enforceable, and perfected claims, not subject to
22 subordination, impairment or avoidance other than as provided herein, for all purposes in the
23 Case and any successor case.

24 4. DIP Facility Liens. As security for the repayment of the Postpetition
25 Indebtedness arising under the DIP Facility Documents, pursuant to sections 364(c) (2), (c)
26 (3) and (d) of the Bankruptcy Code, the DIP Agent, on behalf of itself and the DIP Lenders, is
27 hereby granted, effective as of the Petition Date (without the necessity of the execution by the
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1 Debtor or the filing, recordation, or execution and delivery of mortgages, security agreements,
2 control agreements, financing statements, or otherwise) the DIP Facility Liens. The DIP
3 Facility Liens are valid, binding, enforceable and fully perfected as of the date hereof, shall
4 prime and be senior in all respects to the Prepetition Liens, the Replacement Liens (as defined
5 below), and the Junior Prepetition Liens pursuant to section 364(d) of the Bankruptcy Code,
6 and are subject only to the Carve-Out, the Permitted Prior Liens and, to the extent payable, the
7 Expense Reimbursement. As used herein, the term “Permitted Prior Liens”) means only such
8 liens and security interests that are (a) valid, enforceable, non-avoidable liens and security
9 interests that are perfected prior to the Petition Date (or perfected after the Petition Date to the
10 extent permitted by section 546(b) of the Bankruptcy Code), (b) not subject to avoidance,
11 reduction, disallowance or subordination pursuant to the Bankruptcy Code or applicable non
12 bankruptcy law and (c) senior in priority to the Prepetition Liens under applicable law and after
13 giving effect to any applicable subordination or intercreditor agreements, including without
14 limitation the Intercreditor and Subordination Agreement between the Debtor, PNC Bank, as
15 agent, and JPM Mezzanine LLC, dated as of May 18, 2007 (as amended from time to time, the
16 “Intercreditor Agreement”).

17 5. Carve-Out.

18 (a) As used in this Final Order, the term “Carve-Out” shall mean, to
19 the extent there is not sufficient unencumbered cash in the Debtor’s estate as of the closing of
20 any sale of the Debtor’s assets pursuant to the Bid Procedures Order, proceeds of Collateral to
21 pay the following expenses: (i) any unpaid fees payable to the U.S. Trustee and Clerk of the
22 Bankruptcy Court pursuant to section 1930 of title 28 of the United States Code (in this regard,
23 the Debtor is ordered to pay any and all such fees as and when due); and (ii) subject to the
24 terms and conditions of this Final Order, the allowed and unpaid reasonable fees and expenses
25 of retained professionals (“Professionals”) employed pursuant to sections 327, 328, 363 and
26 1103 of the Bankruptcy Code (to include CRG Partners Group, but not to include additional
27 ordinary course professionals) (collectively, the “Professional Fees”) by the Debtor or the
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1 Committee (X) prior to the Carve-Out Trigger Date (as defined herein) (and including amounts
2 incurred but not invoiced or approved prior to the Carve-Out Trigger Date), an aggregate
3 amount not to exceed the amounts for Professionals for each period as set forth in the DIP
4 Budget, and (Y) following the Carve-Out Trigger Date, an aggregate amount not to exceed
5 \$25,000 (items (i) and (ii), collectively, the “Maximum Carve-Out Amount”). As used herein,
6 “Carve-Out Trigger Date” shall mean the earlier of (i) the date on which the DIP Agent
7 provides written notice to the Debtor and counsel to the Debtor, with a copy of such notice to
8 counsel for the Committee, that the Carve-Out is revoked, which notice shall be delivered only
9 on or after and during the continuation of an Event of Default under the DIP Facility and the
10 termination of funding under the DIP Facility; or (ii) the Commitment Termination Date.

11 (b) Each week, the Debtor shall either (i) set aside in trust with the
12 Debtor’s counsel, or (ii) pay, to the applicable Professionals, those amounts set forth in the DIP
13 Budget for Professional Fees; the Maximum Carve-Out Amount shall be reduced each week by
14 the amounts set forth in the DIP Budget for payment of Professional Fees during such week.

15 (c) Any obligation of the DIP Lenders to fund or otherwise pay any
16 amounts toward the Carve-Out shall be added to and made a part of the Postpetition
17 Indebtedness and secured by the Collateral, and each DIP Lender shall be entitled to all of the
18 rights, claims, liens, priorities and protections under this Final Order, the DIP Facility
19 Agreement, the Bankruptcy Code, and/or applicable law in connection therewith.

20 (d) Notwithstanding anything herein to the contrary, no Prepetition
21 Collateral, Collateral, Cash Collateral, amounts borrowed under the DIP Facility Documents,
22 proceeds of any of the foregoing, or any portion of the Carve-Out shall include, apply to, or be
23 available for, any fees or expenses incurred by any party, including without limitation the
24 Debtor or the Committee, in connection with (i) the initiation or prosecution of any claims,
25 causes of action, adversary proceedings, or other litigation against the DIP Agent, any DIP
26 Lender, the Prepetition Agent, or any Prepetition Lender, including, without limitation,
27 challenging the amount, validity, extent, perfection, priority, characterization, or enforceability

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1 of, or asserting any defense, counterclaim, or offset to, the Postpetition Indebtedness, the DIP
2 Facility Superpriority Claims or the DIP Facility Liens, (ii) asserting or soliciting or
3 encouraging other parties to assert (A) any claims or causes of action against the DIP Agent,
4 any DIP Lender, the Prepetition Agent or any Prepetition Lender, including, without limitation,
5 claims or actions to hinder or delay the assertion or enforcement of the DIP Facility Liens, or
6 the Replacement Liens, or realization on the Collateral, in accordance with the DIP Facility
7 Documents or this Final Order by the DIP Agent, any DIP Lender, the Prepetition Agent or any
8 Prepetition Lender, or (B) any Avoidance Actions against any DIP Agent, any DIP Lender, the
9 Prepetition Agent or any Prepetition Lender, or (iii) the initiation or prosecution of any claims,
10 causes of action, adversary proceedings, or other litigation against the Prepetition Agent or any
11 Prepetition Lender, including, without limitation, challenging the amount, validity, extent,
12 perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to, the
13 Prepetition Indebtedness, any Prepetition Loan Document, the Prepetition Liens or the
14 Adequate Protection granted herein; provided, however, that the Committee shall be authorized
15 to use funds allocated in the DIP Budget to (i) investigate the liens, claims and interests of the
16 Prepetition Agent, or the Prepetition Lenders, or any other claims or causes of action against
17 the Prepetition Agent or any Prepetition Lender, which may be held by the Debtor's estate, and
18 (ii) negotiate and/or contest the terms or entry of the Final Order. The foregoing shall not be
19 construed as consent to the allowance of any Professional Fees and shall not affect the right of
20 the Debtor, the DIP Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders, the
21 Junior Lender, the Committee, the U.S. Trustee, or other parties in interest to object to the
22 allowance and payment of any Professional Fees. Payment of any portion of the Carve-Out
23 shall not, and shall not be deemed to, (x) reduce any of Debtor's obligations owed to the DIP
24 Agent or any DIP Lender or the Prepetition Agent or any Prepetition Lender or the Junior
25 Lender, or (y) except as expressly provided herein, subordinate, modify, alter or otherwise
26 affect any of the liens and security interests of such parties on and in the Collateral, the
27

1 Prepetition Collateral, or the Junior Prepetition Collateral (or their respective claims against the
2 Debtor).

3 6. Investigation Rights. Notwithstanding anything herein to the contrary,
4 until November 29, 2010 (the “Investigation Termination Date”) the Committee shall be
5 entitled to investigate the validity, amount, perfection, priority, and enforceability of the
6 Prepetition Liens and Prepetition Indebtedness, or to assert any other claims or causes of action
7 held by the Debtor’s estate against the Prepetition Agent or any Prepetition Lender or
8 Manitowoc. If the Committee determines that there may be a challenge to any prepetition
9 liens, claims or security interests of the Prepetition Agent, any Prepetition Lender or
10 Manitowoc, the Committee may, on or before the Investigation Termination Date, file a motion
11 or otherwise initiate an appropriate action (including any motion or other action seeking
12 standing to prosecute such challenge) (each, a “Challenge”), and shall have only until the
13 Investigation Termination Date to file an objection or otherwise initiate an appropriate action
14 setting forth the basis of such Challenge. If a party does not file a Challenge on or before the
15 Investigation Termination Date (or such other later date as extended by the written consent of
16 the Debtor and the Prepetition Agent or by order of this Court), (a) disputing any agreement,
17 acknowledgement, release and/or stipulation contained in paragraph D of this Final Order, then
18 the agreements, acknowledgements, releases and stipulations contained in paragraph D of this
19 Final Order which have not been expressly disputed as the basis of a Challenge shall be
20 irrevocably binding on all other parties, the estate, the Committee and all parties in interest
21 (including, without limitation, any receiver, administrator, or trustee appointed in any of the
22 Case or any successor case in any jurisdiction) without further action by any party or this
23 Court, and (b) the Committee and any other party in interest (including without limitation, any
24 receiver, administrator, or trustee appointed in any of the Case or any successor case or in any
25 jurisdiction) shall thereafter be forever barred from bringing any Challenge with respect to the
26 Prepetition Agent, any Prepetition Lender or Manitowoc. If any Challenge is timely filed on or
27 before the Investigation Termination Date, all other claims and actions held by the party filing
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1 such Challenge against the Prepetition Agent, any Prepetition Lender or Manitowoc not
2 expressly asserted in such Challenge shall be deemed, immediately and without further notice,
3 motion or application to, order of, or hearing before, this Court, to have been forever
4 relinquished, discharged, released and waived. Nothing in this Final Order (a) confers standing
5 on any party to file or prosecute such claims and actions described herein or (b) precludes the
6 Prepetition Agent or any Prepetition Lender from seeking allowance of claim for all or any
7 portion of the Prepetition Indebtedness prior to the occurrence of the Investigation Termination
8 Date. The Investigation Termination Date may not be extended unless (a) the DIP Agent (on
9 behalf of the DIP Lenders), the Prepetition Agent (on behalf of the Prepetition Lenders), and
10 the Debtor each consent in writing to an extension or (b) the Committee or any party in interest
11 files a motion seeking an extension before the expiration of the Investigation Termination Date
12 and the Court enters an order granting such an extension (regardless of whether such order is
13 entered after the Investigation Termination Date). Notwithstanding anything herein to the
14 contrary, only the Committee shall be entitled to bring a Challenge on behalf of the Debtor's
15 estate against the Prepetition Agent or any Prepetition Lender; no other party in interest shall be
16 entitled to investigate the validity, amount, perfection, priority, or enforceability of the
17 Prepetition Liens and Prepetition Indebtedness, or to assert any other claims or causes of action
18 held by the Debtor's estates against the Prepetition Agent or any Prepetition Lender.

19 7. Section 506(c) and 552(b) Waivers. Effective upon entry of a Final
20 Order providing for such relief, with the exception of the Carve-Out and except as otherwise
21 permitted by the DIP Facility or this Final Order, neither the Collateral nor the DIP Agent, any
22 DIP Lender, the Prepetition Agent or any Prepetition Lender, nor any of their claims, shall be
23 subject to any costs or expenses of administration that have been or may be incurred at any
24 time, pursuant to sections 105, 506(c) or 552 of the Bankruptcy Code, or otherwise, by the
25 Debtor or any other party in interest without the prior written consent of the DIP Agent, and no
26 such consent shall be implied from any action, inaction, or acquiescence by any party,
27 including, but not limited to, funding of the Debtor's ongoing operations by the DIP Agent and
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1 DIP Lenders. The “equities of the case” exception contained in section 552(b) of the
2 Bankruptcy Code is hereby deemed waived with respect to the Collateral. Neither the DIP
3 Agent or any DIP Lender, nor the Prepetition Agent or any Prepetition Lender, nor the Junior
4 Lender shall be subject to the equitable doctrine of “marshaling” or any similar doctrine with
5 respect to the Collateral or Prepetition Collateral. The Debtor has represented and warranted
6 that those sums set forth in the DIP Budget are sufficient to pay all costs or expenses of
7 administration that have been or may be incurred, and the Debtor is hereby ordered to use any
8 and all sums borrowed pursuant to the DIP Facility only for purposes of paying those sums set
9 forth in the DIP Budget.

10 8. Authorization to Use Cash Collateral and Application of Collections and
11 Certain Sale Proceeds. To the extent that the Debtor had cash on hand as of the Petition Date
12 (the “Petition Date Cash”), the Debtor was and is authorized pursuant to sections 105, 361, 363,
13 541 and 553 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014, to use Cash
14 Collateral up to the amount of the Petition Date Cash for the operation of its business in
15 accordance with the DIP Budget. All cash collected by the Debtor after the Petition Date shall,
16 except as otherwise expressly provided in the DIP Facility Agreement, be paid to the
17 Prepetition Agent to pay down the Revolver in accordance with the Prepetition Loan
18 Documents. The Debtor shall use DIP Revolving Credit Advances under the DIP Facility to
19 fund the Debtor’s working capital and other general corporate needs in accordance with the
20 terms of the Final Order, the DIP Facility Documents and the DIP Budget.

21
22 (a) Turnover of Funds and End of Term. At the end of the Term and
23 thereafter as and when received by the Debtor or its estate, all proceeds of the Prepetition
24 Collateral and the Collateral (but excluding, with respect to proceeds of sale of Manitowoc
25 cranes or equipment financed by Manitowoc pursuant to an order of this Court (“Manitowoc
26 Collateral”), that portion of such proceeds necessary to satisfy the Debtor’s unpaid purchase
27

price obligation with respect to Manitowoc Collateral) shall be paid first to the Prepetition Agent for application to any unpaid balance under the Revolver, and then to the DIP Agent for application to any unpaid balance on the DIP Facility, all subject to the Carve-out and subject to paragraph 3.1(b)(iv) of the Purchase Agreement, provided however, that the Debtor shall be entitled to pay expenses provided for in the Budget through closing of the Sale and, with the consent of the DIP Agent and Prepetition Agent, may establish a reserve for that purpose. Upon closing of this case, Debtor's counsel shall pay first to the Prepetition Agent for application to any unpaid balance under the Revolver, then to the DIP Agent for application to any unpaid balance on the DIP Facility, any funds remaining in its trust account from retainers advanced in connection with the Carve-out or any funds deposited in its trust account pursuant and subject to the terms and conditions in Section 3.1(b)(iv) of the Purchase Agreement (but not including any funds held in the Debtor counsel's trust account that are not proceeds of the Collateral or the Prepetition Collateral, e.g., settlement proceeds of avoidance actions).

9. Adequate Protection of Prepetition Lenders. In consideration for the use of the Prepetition Collateral (including Cash Collateral) and the priming of the Prepetition Liens, the Prepetition Agent (on behalf of the Prepetition Lenders) shall receive the following (collectively the "Adequate Protection"):

(a) Adequate Protection Liens. To the extent there is a diminution in the value of the Prepetition Lenders' interests in the Prepetition Collateral (whether the reason for such diminution is as a result of, arises from, or is attributable to, any or all of the imposition of the automatic stay (including, without limitation, any diminution in value of such interests in the Prepetition Collateral prior to the Prepetition Agent (on behalf of the Prepetition Lenders) seeking vacation of the automatic stay or the Court granting such relief), the priming of the Prepetition Liens, the use of Cash Collateral or the physical deterioration, consumption, use, sale, lease, disposition, shrinkage, or decline in market value of the Prepetition Collateral),

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1 the Prepetition Agent, on behalf of the Prepetition Lenders, is granted replacement liens (the
2 “Replacement Liens”) in the Collateral, which Replacement Liens are valid, binding,
3 enforceable and fully perfected as of the Petition Date without the necessity of the execution,
4 filing or recording by the Debtor or the Prepetition Agent of security agreements, pledge
5 agreements, financing statements, or other agreements, and which shall be subordinate only to
6 the Carve-Out, the DIP Liens, the Permitted Prior Liens and, to the extent payable, the Expense
7 Reimbursement, and shall be equivalent to a lien granted under section 364(c) of the
8 Bankruptcy Code, and such Replacement Liens shall cover assets, interest, and proceeds of the
9 Debtor that are or would be collateral under the Prepetition Loan Documents if not for
10 Bankruptcy Code section 552(a), and all cash and cash equivalents (with the exception of the
11 Avoidance Actions and proceeds thereof).

12 (b) Administrative Claim. The Prepetition Agent (on behalf of the
13 Prepetition Lenders) is hereby granted in the Debtor’s case an allowed administrative claim
14 (the “Administrative Claim”) under Bankruptcy Code section 507(b) with respect to all
15 Adequate Protection obligations, to the extent that the Replacement Liens do not adequately
16 protect the diminution in the value of the Prepetition Lenders’ interests in the Prepetition
17 Collateral from the Petition Date, and such Administrative Claim shall be junior and
18 subordinate only to any superpriority claim of the kind specified in, or ordered pursuant to,
19 section 364 of the Bankruptcy Code, the Carve-Out, any Permitted Prior Liens and, to the
20 extent payable, the Expense Reimbursement. The Administrative Claim shall be payable from
21 and have recourse to all prepetition and postpetition property of the Debtor and all proceeds
22 thereof (excluding the Avoidance Actions and proceeds thereof).

23 (c) Access. In accordance with the terms of the Prepetition Credit
24 Agreement, the Prepetition Agent and Prepetition Lenders shall be afforded continued reporting
25 as to Collateral amounts and reasonable access to the Collateral and the Debtor’s business
26 premises, during normal business hours, for purposes of verifying the Debtor’s compliance
27 with the terms of this Final Order as it pertains to the Prepetition Agent and Prepetition

1 Lenders. Such reports shall include but not be limited to (i) those required by the DIP Facility
2 Agreement, and (ii) a weekly report before noon on Tuesday of each week, in form acceptable
3 to the DIP Lenders, comparing actual sales, revenues, and expenses for (x) the week ending on
4 Wednesday of the prior week, (y) the three week period ending on Wednesday of the prior
5 week, and (z) the entire post-petition period ending on Wednesday of the prior week. In
6 addition, the Debtor shall permit representatives, agents, and employees of the DIP Agent and
7 the DIP Lenders to have reasonable access to the Debtor's premises and records during normal
8 business hours (without unreasonable interference with the proper operation of the Debtor's
9 businesses) and shall cooperate, consult with, and provide to such representatives, agents,
10 and/or employees all such information as is reasonably requested.

11 (d) Adequate Protection Payments. Subject to the remainder of this
12 paragraph 9(d) and paragraph 12 below, the Debtor shall timely pay to the Prepetition Agent
13 from Cash Collateral or Revolving Credit Advances under the DIP Facility amounts as they
14 accrue in connection with the Prepetition Indebtedness (the "Adequate Protection Payments"),
15 including, without limitation, the current cash payment of interest charged on the Prepetition
16 Indebtedness at the times provided for in the Prepetition Credit Agreement, cash management
17 fees, expenses and charges.

18 (e) Allowance of Claims. Subject to any successful and timely
19 Challenge pursuant to paragraph 6 above, the claims arising from or in connection with the
20 Prepetition Indebtedness are hereby deemed "allowed claims" within the meaning of section
21 502 of the Bankruptcy Code.

22 (f) Right to Credit Bid. The Prepetition Agent (on behalf of the
23 Prepetition Lenders) and the DIP Agent (on behalf of the DIP Lenders) shall have the right to
24 "credit bid" the combined amount of the Prepetition Lenders' claims and all amounts owed
25 under the DIP Facility during any sale of all or substantially all of the Debtor's assets,
26 including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or
27 included as part of any reorganization plan subject to confirmation under section

1 1129(b)(2)(A)(iii) of the Bankruptcy Code. In addition, with respect to any credit bid made in
2 connection with a sale pursuant to the Bid Procedures Order, the Prepetition Agent and the DIP
3 Agent shall be required to agree to pay cash items payable in connection with consummation of
4 the sale on terms no more or less favorable than the then highest bid or the initial bid by CRAC.
5 Any such bid shall be submitted by the Prepetition Agent and the DIP Agent prior to the
6 commencement of the Sale Hearing. The exercise by the Prepetition Agent (on behalf of the
7 Prepetition Lenders) under this paragraph shall be without prejudice to the rights of the
8 Committee under paragraph 6 of this Final Order, including without limitation the right to seek
9 recovery of the value of or return of any assets determined by the Court to not constitute
10 Prepetition Collateral for the benefit of the Debtor's estate, but only to the extent the value of
11 any such assets exceeds an amount equal to (a) the amount advanced by the DIP Lenders under
12 the DIP Facility pursuant to the terms of this Final Order, less (b) the amount by which the
13 Prepetition Indebtedness has been reduced by sums collected and applied to Prepetition
14 Indebtedness pursuant to the terms hereto.

15 (g) The automatic stay is modified as to the Prepetition Agent (on
16 behalf of the Prepetition Lenders) to allow implementation of the provisions of this
17 paragraph 9, without further notice or order of the Court.

18 10. Adequate Protection of Junior Lender. In consideration for the use of the
19 Junior Prepetition Collateral (including Cash Collateral) and the priming of the Junior
20 Prepetition Liens, the Junior Lender shall receive the following (collectively the "Junior
21 Adequate Protection"):

22 (a) Adequate Protection Liens. To the extent there is a diminution in
23 the value of the Junior Lender's interests in the Junior Prepetition Collateral (whether the
24 reason for such diminution is as a result of, arises from, or is attributable to, any or all of the
25 imposition of the automatic stay (including, without limitation, any diminution in value of such
26 interests in the Junior Prepetition Collateral prior to the Junior Lender seeking vacation of the
27 automatic stay or the Court granting such relief, the priming of the Junior Prepetition Liens, the
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1 use of Cash Collateral or the physical deterioration, consumption, use, sale, lease, disposition,
2 shrinkage, or decline in market value of the Junior Prepetition Collateral), the Junior Lender is
3 granted replacement liens (the “Junior Replacement Liens”) in the Collateral, which Junior
4 Replacement Liens are valid, binding, enforceable and fully perfected as of the Petition Date
5 without the necessity of the execution, filing or recording by the Debtor or the Junior Lender of
6 security agreements, pledge agreements, financing statements, or other agreements, and which
7 shall be subordinate only to the Carve-Out, the DIP Liens, the Permitted Prior Liens, any all
8 liens and claims of the Prepetition Lenders and the DIP Lenders (including without limitation,
9 the Replacement Liens and the Administrative Claim), and, to the extent payable, the Expense
10 Reimbursement, and shall be equivalent to a lien granted under section 364(c) of the
11 Bankruptcy Code, and such Junior Replacement Liens shall cover assets, interest, and proceeds
12 of the Debtor that are or would be collateral under the Junior Loan Documents if not for
13 Bankruptcy Code section 552(a), and all cash and cash equivalents (with the exception of the
14 Avoidance Actions and proceeds thereof).

15 (b) Administrative Claim. The Junior Lender is hereby granted in
16 the Debtor’s case an allowed administrative claim (the “Junior Administrative Claim”) under
17 Bankruptcy Code section 507(b) with respect to all Junior Adequate Protection obligations, to
18 the extent that the Junior Replacement Liens do not adequately protect the diminution in the
19 value of the Junior Lender’s interests in the Junior Prepetition Collateral from the Petition Date,
20 and such Junior Administrative Claim shall be junior and subordinate to any superpriority
21 claim of the kind specified in, or ordered pursuant to, section 364 of the Bankruptcy Code, the
22 Carve-Out, any Permitted Prior Liens, any all liens and claims of the Prepetition Lenders and
23 the DIP Lenders (including without limitation, the Replacement Liens and the Administrative
24 Claim) and, to the extent payable, the Expense Reimbursement. Subject to the foregoing, the
25 Junior Administrative Claim shall be payable from and have recourse to all prepetition and
26 postpetition property of the Debtor and all proceeds thereof (excluding the Avoidance Actions
27 and proceeds thereof).

1 (c) Right to Credit Bid. The Junior Lender shall have the right to
2 “credit bid” the amount of the Junior Lender’s claims under the Junior Loan Agreement during
3 any sale of all or substantially all of the Debtor’s assets, including without limitation, sales
4 occurring pursuant to section 363 of the Bankruptcy Code or included as part of any
5 reorganization plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy
6 Code, provided however, that the Junior Lender shall only be entitled to exercise such right if
7 the obligations of the Debtor to the DIP Agent, the DIP Lenders, the Prepetition Agent and the
8 Prepetition Lenders have been or will be paid in full in cash in connection with the
9 consummation of the transaction subject to such credit bid, and further provided that any bid by
10 the Junior Lender which includes a credit bid component shall be subject to the following:

11 (i) The credit bid shall be submitted no later than the close of any
12 auction conducted pursuant to the Bid Procedures Order;

13 (ii) The bid shall provide for satisfaction of the liabilities and
14 obligations to pay all cash items payable in connection with
15 consummation of the sale on no less favorable terms to the
16 Debtor or the estate than the then-highest bid or the initial bid by
17 CRAC; and

18 (iii) Junior Lender shall comply in all respects with the requirements
19 of the Bid Procedures Order.

20 The exercise by the Junior Lender under this paragraph shall be without prejudice to the
21 rights of the Committee under paragraph 6 of this Final Order, including without limitation the
22 right to seek recovery of the value of or return of any assets determined by the Court to not
23 constitute Junior Prepetition Collateral for the benefit of the Debtor’s estate.

24 11. Adequate Protection of Manitowoc. In consideration for the use, sale or
25 lease of inventory that may constitute Manitowoc’s collateral, pursuant to Bankruptcy Code
26 Section 361(1), Manitowoc shall receive the periodic cash payments provided for in the DIP
27 Budget, but not to exceed the Debtor’s unpaid purchase price obligation with respect to the
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1 Manitowoc prepetition inventory described in paragraph O above (the “Manitowoc Adequate
2 Protection Payment”). Nothing herein shall prejudice or preclude Manitowoc from (a)
3 requesting future modified or additional adequate protection from the Debtor or (b) requesting
4 a determination from this Court that the proceeds of Manitowoc’s collateral are subject to
5 Manitowoc’s security interest referenced in paragraph O above.

6 12. Reimbursement of Fees and Expenses. The Debtor shall promptly
7 reimburse (i) the DIP Agent and the DIP Lenders in accordance with the DIP Facility
8 Documents and (ii) the Prepetition Agent and the Prepetition Lenders in accordance with the
9 terms of the Prepetition Credit Agreement, for their reasonable costs and fees (including,
10 without limitation, reasonable attorneys’ and financial advisors’ fees and expenses), charges
11 and expenses, provided however, that the Debtor, upon receipt of invoices from the DIP Agent
12 and DIP Lenders, shall provide copies of the same to counsel for the Committee. None of such
13 costs, fees, charges, and expenses shall be subject to Court approval or required to be
14 maintained in accordance with the United States Trustee Guidelines and no recipient of any
15 such payment shall be required to file with respect thereto any interim or final fee application
16 with the Court; provided, however, that the Court shall have jurisdiction to determine any
17 dispute regarding the reasonableness of any such costs, fees, charges and expenses; provided
18 further, however, that any payment of costs, fees, charges and expenses due to the Prepetition
19 Agent and the Prepetition Lenders shall be subject to recharacterization as payment of principal
20 in the event, and only to the extent, that the Prepetition Lenders may be determined to be
21 undersecured. The payment of such fees and costs in amounts in excess of those set forth in the
22 Budget will not result in a breach of the DIP Facility Documents and DIP Agent shall provide
23 additional funding under the DIP Facility to satisfy any such excess fees and costs before such
24 fees and costs are reimbursed.

25 13. Restrictions on the Debtor. Other than the Carve-Out, the Permitted
26 Prior Liens, and to the extent payable, the Expense Reimbursement, no claim or lien having a
27 priority superior or *pari passu* with those granted by this Final Order to the DIP Agent, DIP
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1 Lenders, Prepetition Agent, Prepetition Lenders or Junior Lender shall be granted by the
2 Debtor, while any obligations under the DIP Facility (or refinancing thereof) or any Prepetition
3 Indebtedness remains outstanding without the written consent of the DIP Agent and Prepetition
4 Agent. Except as expressly permitted by the DIP Facility Documents and this Final Order, the
5 Debtor will not, at any time during the Case while any obligations under the DIP Facility
6 and/or the Prepetition Credit Agreement remain outstanding, grant senior or *pari passu*
7 mortgages, security interests, or liens in the Collateral, the Prepetition Collateral, or any portion
8 thereof pursuant to section 364(d) of the Bankruptcy Code or otherwise.

9 14. Additional Perfection Measures. Neither the DIP Agent nor any DIP
10 Lender, or the Prepetition Agent or any Prepetition Lender or the Junior Lender shall be
11 required to file financing statements, mortgages, deeds of trust, security deeds, notices of lien,
12 or similar instruments in any jurisdiction, or take any other action, to attach or perfect the
13 security interests and liens granted under the DIP Facility Documents and this Final Order
14 (including, without limitation, taking possession of or obtaining control over any of the
15 Collateral, or taking any action to have security interests or liens noted on certificates of title or
16 similar documents). Notwithstanding the foregoing, the DIP Agent or any DIP Lender may, in
17 its discretion, file this Final Order or such financing statements, mortgages, deeds of trust,
18 notices of lien, or similar instruments, or otherwise confirm perfection of such liens, security
19 interests, and mortgages, without seeking modification of the automatic stay under section 362
20 of the Bankruptcy Code, and all such documents shall be deemed to have been filed or recorded
21 or other action taken on the Petition Date, with the priorities set forth herein; provided, that the
22 failure of the DIP Facility Agent or any DIP Facility Lender to file any such financing
23 statement, mortgage, deed of trust, notice of lien or other instrument, or to otherwise confirm
24 perfection of such liens, security interests or mortgages or make any other such request shall
25 not affect either the perfection or priority of the DIP Facility Liens.

26 15. Rights with Respect to Certain Prepetition Agreements. The DIP Agent
27 and the DIP Lenders shall have all the rights and benefits with respect to each Blocked Account
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(as defined in the Prepetition Credit Agreement), any securities or other accounts subject to a Control Letter (as defined in the Prepetition Credit Agreement), each other agreement with a third party (including, but not limited to, any agreement with a landlord, warehouseman, customs broker, or freight forwarder), and each other notification or agreement received or furnished in connection with the Prepetition Credit Agreement, and all depository banks, blocked account banks, landlords, securities intermediary, warehousemen, customs brokers, freight forwarders and other third parties shall continue to comply, for the benefit of the DIP Lenders, with the terms and conditions of each such agreement or notification, in each such case whether or not, and as if, an additional agreement or notification has been executed or furnished in connection with the DIP Facility. For the avoidance of doubt, the Junior Lender will timely provide any requested lien releases consistent with the Intercreditor Agreement.

16. Access to Collateral – No Landlord’s Liens. Notwithstanding anything contained herein to the contrary and subject to applicable state law, and without limiting any other rights or remedies of the DIP Agent, for the benefit of the DIP Lenders, contained in this Final Order or the DIP Facility Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Facility Documents and paragraph 16 below, upon written notice to the landlord of any leased premises that an Event of Default has occurred and is continuing under the DIP Facility Documents, the DIP Agent may, subject to any separate agreement by and between such landlord and the DIP Agent (the “Separate Agreement”), enter upon any leased premises of the Debtor for the purpose of exercising any remedy with respect to Collateral located thereon and, subject to the Separate Agreement, shall be entitled to all of the Debtor’s rights and privileges as lessee under such lease without interference from such landlord; provided, that, subject to the Separate Agreement, the DIP Agent shall only pay rent of the Debtor that first accrues after the written notice referenced above and that is payable during the period of such occupancy by the DIP Agent, calculated on a per diem basis. Nothing herein shall require the DIP Agent to assume any lease as a condition to the rights afforded to the DIP Agent in this paragraph.

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1 17. Automatic Stay. Any automatic stay otherwise applicable to the DIP
2 Agent and the DIP Lenders is hereby modified so that after the occurrence and during the
3 continuation of any Event of Default under the DIP Facility Documents, and delivery by the
4 DIP Agent of written notice of its intent to exercise remedies (a “Remedies Notice”) in each
5 case given to the Debtor and its counsel, counsel to Purchaser, counsel to the Committee and
6 the United States Trustee, the DIP Agent, the DIP Lenders, the Prepetition Agent, the
7 Prepetition Lenders, and the Junior Lender shall be entitled to seek relief from the automatic
8 stay on five (5) business days’ notice following delivery of the Remedies Notice (the
9 “Remedies Notice Period”); provided, however, immediately upon the commencement of the
10 Remedies Notice Period and thereafter until the Remedies Expiration Date: (i) the DIP Lenders
11 may charge default rates of interest; (ii) the Debtor shall have no right to use any Collateral
12 except for payment of the Carve-Out, the Adequate Protection Payments, the Manitowoc
13 Adequate Protection Payment, the Prepetition Indebtedness and the Postpetition Indebtedness
14 and, to the extent payable, the Expense Reimbursement (as permitted by the Bid Procedures
15 Order), or as otherwise provided in the last sentence of paragraph 2 of this Final Order; and
16 (iii) except as otherwise provided in the last sentence of paragraph 2 of this Final Order, any
17 obligation otherwise imposed on the DIP Lenders to provide any loan or advance to the Debtor
18 pursuant to the DIP Facility Agreement shall be suspended. During the Remedies Notice
19 Period, the Debtor or the Committee shall be entitled to seek an emergency hearing before the
20 Court on five (5) days business notice to address disputed issues regarding allegations of
21 default under the DIP Facility Documents. At any hearing on a motion by the DIP Lenders for
22 relief from the automatic stay, the DIP Lenders and/or the Junior Lender shall have the initial
23 burden of proof at such hearing and the only issue to be determined at such hearing shall be
24 whether an Event of Default under the DIP Facility Documents has occurred and is continuing,
25 and if an Event of Default under the DIP Facility Documents is determined to have occurred
26 and be continuing, the automatic stay will not be re-imposed or continue with respect to the
27 DIP Agent, DIP Lenders, Prepetition Agent or Prepetition Lenders. Notwithstanding the
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1 occurrence of an Event of Default under the DIP Facility Documents or termination of the
2 commitments under the DIP Facility Agreement or anything herein to the contrary, all of the
3 rights, remedies, benefits, and protections provided to the DIP Agent and DIP Lenders under
4 the DIP Facility Documents, the Prepetition Agent and the Prepetition Lenders under the
5 Prepetition Loan Documents and this Final Order shall survive the date of termination of the
6 DIP Facility. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and
7 enter any orders required by the provisions of this paragraph and relating to the application, re-
8 imposition or continuance of the automatic stay with respect to the DIP Agent and DIP
9 Lenders. For the avoidance of doubt, the Remedies Notice Period shall expire no later than the
10 earliest date of cure or waiver of the applicable Event of Default or payment in full in cash of
11 the Postpetition Indebtedness (such date, the “Remedies Expiration Date”).

12 18. Binding Effect. The provisions of this Final Order shall be binding upon
13 and inure to the benefit of the DIP Agent, DIP Lenders, Prepetition Agent, Prepetition Lenders,
14 the Junior Lender, the Debtor, the Committee, and their respective successors and assigns,
15 including any trustee hereafter appointed for the estate of any of the Debtor, whether in the
16 Case or any successor case, including the conversion of the Case to a case under chapter 7 of
17 the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

18 19. Survival. The provisions of this Final Order and any actions taken
19 pursuant hereto shall survive the entry of any order (a) confirming any plan under chapter 11 of
20 the Bankruptcy Code in the Case (and, to the extent not satisfied in full in cash, the Postpetition
21 Indebtedness shall not be discharged by the entry of any such order, or pursuant to
22 section 1141(d)(4) of the Bankruptcy Code, each of the Debtor having hereby waived such
23 discharge), (b) approving any sale under section 363 of the Bankruptcy Code, (c) converting
24 the Case to a chapter 7 case unless permitted under the DIP Facility Documents, or (d) to the
25 maximum extent permitted by law, dismissing the Case unless permitted under the DIP Facility
26 Documents, and notwithstanding the entry of any such order, the terms and provisions of this
27 Final Order shall continue in full force and effect, and the DIP Facility Superpriority Claims,
Cash Collateral Final Order - 29

1 DIP Facility Liens and Adequate Protection granted pursuant to this Final Order and/or the DIP
2 Facility Documents shall continue in full force and effect and shall maintain their priority as
3 provided by this Final Order and the DIP Facility Documents to the maximum extent permitted
4 by law until all of the Postpetition Indebtedness is indefeasibly paid in full in cash or otherwise
5 addressed pursuant to a confirmed plan.

6 20. After-Acquired Property. Except as otherwise provided in this Final
7 Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtor
8 after the Petition Date, including, without limitation, all Collateral pledged or otherwise granted
9 to the DIP Agent, on behalf of the DIP Lenders, pursuant to the DIP Facility Documents and
10 this Final Order, is not and shall not be subject to any lien of any person or entity resulting from
11 any security agreement entered into by the Debtor prior to the Petition Date, except to the
12 extent that such property constitutes proceeds of property of the Debtor that is subject to a
13 valid, enforceable, perfected, and unavoidable lien as of the Petition Date (or perfected after the
14 Petition Date pursuant to section 546(b) of the Bankruptcy Code) which is not subject to
15 subordination under section 510(c) of the Bankruptcy Code or other provision or principles of
16 applicable law.

17 21. Authorization to Act. The Debtor is authorized to do and perform all
18 acts, to make, execute and deliver all instruments and documents (including, without limitation,
19 the execution of security agreements, mortgages and financing statements), and to pay interest,
20 fees and all other amounts as provided under this Final Order and the DIP Facility, which may
21 be reasonably required or necessary for the Debtor's full and timely performance under the DIP
22 Facility and this Final Order, including, without limitation:

- 23 (a) the execution of the DIP Facility Documents;
- 24 (b) the modification or amendment of the DIP Facility Agreement or
- 25 any other DIP Facility Documents without further order of this Court, in each case, in such
- 26 form as the Debtor, the DIP Agent, and the DIP Lenders may agree in accordance with the
- 27 terms of the DIP Facility; provided, however, that (i) notice of any material modification or
- Cash Collateral Final Order - 30

1 amendment shall be provided to counsel for the Junior Lender, the Committee and the U.S.
2 Trustee, each of which will have five (5) business days from the date of delivery of such notice
3 within which to object in writing; (ii) notice of any material modification or amendment of
4 provisions of the DIP Facility Agreement or the DIP Facility Documents related to the Expense
5 Reimbursement shall also be given to counsel for Purchaser, which will have five (5) business
6 days from the date of delivery of such notice within which to object in writing; and any such
7 modifications or amendments shall be permitted only pursuant to an order of the Court;

8 (c) the non-refundable payments to the DIP Agent or the DIP
9 Lenders, as the case may be, of the fees referred to in the DIP Facility Agreement, and
10 reasonable costs and expenses as may be due from time to time as provided in this Final Order,
11 including, without limitation, reasonable attorneys' and other professional fees and
12 disbursements as provided in the DIP Facility Documents.

13 22. Insurance Policies. Upon entry of this Final Order, the DIP Agent, on
14 behalf of the DIP Lenders, shall be, and shall be deemed to be, without any further action or
15 notice, named as additional insured and loss payee on each insurance policy maintained by the
16 Debtor which in any way relates to the Collateral and each liability insurance policy maintained
17 by the Debtor (other than D&O insurance and any "tail" policy).

18 23. Subsequent Reversal. If any or all of the provisions of this Final Order
19 or the DIP Facility Documents are hereafter modified, vacated, amended, or stayed by
20 subsequent order of this Court or any other court: (a) such modification, vacatur, amendment,
21 or stay shall not affect (i) the validity of any obligation of the Debtor to the DIP Agent, DIP
22 Lenders, Prepetition Agent, Prepetition Lenders or Junior Lender pursuant to this Final Order
23 that is or was incurred prior to such party receiving written notice of the effective date of such
24 modification, vacatur, amendment, or stay (the "Effective Date"), or (ii) the validity,
25 enforceability or priority of the DIP Facility Superpriority Claims, DIP Facility Liens,
26 Adequate Protection or other grant authorized or created by this Final Order and the DIP
27 Facility Documents that is or was incurred prior to such party receiving written notice of the
Cash Collateral Final Order - 31

1 Effective Date; (b) the Postpetition Indebtedness and Adequate Protection pursuant to this Final
2 Order and the DIP Facility Documents arising prior to the Effective Date shall be governed in
3 all respects by the provisions of this Final Order and the DIP Facility Documents in effect
4 immediately prior to the Effective Date, and the Junior Adequate Protection shall be governed
5 in all respects by the provisions of this Final Order; and (c) the use of Cash Collateral and the
6 validity of any financing provided or security interest granted pursuant to this Final Order and
7 the DIP Facility Documents is and shall be protected by section 364(e) of the Bankruptcy Code.

8 24. Effect of Dismissal of Case. If the Case is dismissed or converted, then
9 neither the entry of such order nor the dismissal or conversion of the Case shall affect the rights
10 of the DIP Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders, or the Junior
11 Lender under their respective documents or this Final Order, and all of the respective rights and
12 remedies thereunder of the DIP Agent, the DIP Lenders, the Prepetition Agent, the Prepetition
13 Lenders, and the Junior Lender shall remain in full force and effect as if the Case had not been
14 dismissed or converted. If an order dismissing the Case is at any time entered, such order shall
15 provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the DIP
16 Facility Liens and DIP Facility Superpriority Claims granted to and conferred upon the DIP
17 Agent and DIP Lenders and the protections afforded to the DIP Agent and the DIP Lenders
18 pursuant to this Final Order and the DIP Facility Documents, and the Adequate Protection and
19 Junior Adequate Protection shall continue in full force and effect and shall maintain their
20 priorities as provided in this Final Order until all Postpetition Indebtedness, Prepetition
21 Indebtedness and amounts due under the Junior Loan Agreement shall have been paid and
22 satisfied in full in cash (and that such DIP Facility Liens, DIP Facility Superpriority Claims, the
23 Adequate Protection and Junior Adequate Protection and other protections shall,
24 notwithstanding such dismissal, remain binding on all interested parties), (ii) this Court shall
25 retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the DIP
26 Facility Liens, Prepetition Liens, DIP Facility Superpriority Claims, Adequate Protection, and
27 the Junior Adequate Protection, and (iii) any hearing on a motion to dismiss the Case shall

Cash Collateral Final Order - 32

1 require at least twenty (20) days' prior notice to the DIP Agent, unless otherwise ordered by the
2 Court for good cause shown.

3 25. Findings of Fact and Conclusions of Law. This Final Order constitutes
4 findings of fact and conclusions of law and shall take effect and be fully enforceable nunc pro
5 tunc to the Petition Date immediately upon the entry thereof.

6 26. Bid Procedures Order. Notwithstanding the foregoing provisions of this
7 Final Order, the rights of trade creditors under the Bid Procedures Order, including but not
8 limited to section 4(f)(iv), are fully preserved with respect to transactions conducted pursuant to
9 the Bid Procedures Order and shall not be affected by the provisions of this Final Order.

10 27. Controlling Effect of Order. To the extent any provision of this Final
11 Order conflicts with any provision of the Motion, any documents executed or delivered prior to
12 the Petition Date, or any DIP Facility Documents, the provisions of this Final Order shall
13 control.

14 DATED: November ___, 2010

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16
17 
18 United States Bankruptcy Judge
(Dated as of Entered on Docket date above)

19 Presented by:

20 K&L GATES LLP

21
22
23 By _/s/Michael J. Gearin
24 Michael J. Gearin, WSBA #20982
25 David C. Neu, WSBA #33143
26 Brian L. Lewis, WSBA # 33560
27 Attorneys for Coast Crane Company

1 Approved for Entry:

2 BUSH STROUT & KORNFELD

3
4
5 By_/s/Armand J. Kornfeld
6 Gayle E. Bush, WSBA #07318
7 Armand J. Kornfeld, WSBA # 17214
8 Attorneys for the Official Unsecured Creditors Committee

9
10 FOSTER PEPPER PLLC

11 By: /s/Jack Cullen
12 Jack Cullen, WSBA #7330
13 Attorneys for Knott Partnership LP

14 DAVIS WRIGHT TREMAINE LLP

15
16 By_/s/Ragan Powers
17 Ragan Powers, WSBA #11935
18 Attorneys for PNC Bank, National Association,
19 Colonial Pacific Leasing Corporation, and Wells
20 Fargo Bank, National Association
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EXHIBIT A
DIP Budget

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Cash Collateral/DIP Budget – Projected DIP Loan Balance

Coast Crane Company											
Cash Flow Forecast											
(\$ in 000s)											
	Actuals	Actuals	Actuals	CCC Forecast							
Week #	1	2	3	4	5	6	7	8	9	10	7 Weeks
Week Ending Wed,	9/29/10	10/6/10	10/13/10	10/20/10	10/27/10	11/3/10	11/10/10	11/17/10	11/24/10	12/1/10	Total
NET SALES											
Net Sales											
Trade-Related Billings	\$1,084	\$761	\$491	\$650	\$650	\$650	\$800	\$650	\$650	\$650	\$4,700
Equipment Related Billings	344	0	5	135	0	1,802	0	0	0	141	2,078
Net Sales	\$1,428	\$761	\$496	\$785	\$650	\$2,452	\$800	\$650	\$650	\$791	\$6,778
NET CASH FLOW											
Cash Receipts											
Trade Receipts	\$759	\$1,005	\$748	\$650	\$650	\$650	\$800	\$650	\$650	\$650	\$4,700
Equipment Receipts	1,544	1,222	24	792	99	135	829	145	0	0	\$2,000
Other Receipts	5	0	3	0	0	0	0	0	0	0	\$0
Cash Receipts	2,309	2,227	776	1,442	749	785	1,629	795	650	650	\$6,700
Operating Disbursements											
Trade A/P	(173)	(443)	(127)	(400)	(500)	(500)	(500)	(500)	(500)	(500)	(\$3,400)
Payroll	(577)	(5)	(34)	(436)	0	(620)	0	(450)	0	(620)	(\$2,126)
Misc	0	(100)	0	0	0	0	0	0	0	0	\$0
Manitowoc Pmt Plan (Past Due Trade)	0	(789)	(94)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(\$700)
Insurance	0	(75)	0	0	0	(75)	0	0	0	(75)	(\$150)
P Card & Out of Pocket	(57)	(65)	(101)	(51)	0	(51)	0	(51)	0	(51)	(\$204)
Sales Taxes	(7)	7	0	0	(150)	(400)	0	0	(150)	(125)	(\$825)
Property Taxes	0	(214)	0	(33)	0	(167)	0	(42)	0	0	(\$242)
Equipment Purchases											\$0
New & Spec Equipment Purchases	(1,101)	(339)	(117)	(7)	(759)	0	(1,103)	0	0	(113)	(\$1,982)
Rental Fleet Equipment Purchases	0	0	0	0	0	0	0	0	0	0	\$0
Interest and Principal on Financed Units	0	(85)	0	(90)	0	0	0	0	(90)	0	(\$180)
Equipment Purchases	(1,101)	(424)	(117)	(97)	(759)	0	(1,103)	0	(90)	(113)	(\$2,162)
Operating Disbursements	(1,914)	(2,107)	(473)	(1,117)	(1,509)	(1,913)	(1,703)	(1,143)	(840)	(1,584)	(\$9,809)
Operating Cash Flow	394	120	302	325	(760)	(1,128)	(74)	(349)	(190)	(934)	(\$3,110)
Cumulative Operating Cash Flow	394	514	816	1,141	381	(747)	(821)	(1,169)	(1,360)	(2,294)	
Non-Operating Disbursements											
Credit Facility Cash Interest Expense	(505)	(585)	0	0	0	(613)	0	0	0	(613)	(\$1,226)
DIP Loan Facility / Bank Fees	0	(100)	(4)	(40)	(140)	(40)	(40)	(40)	(140)	(442)	(\$882)
Prof Fees	0	(160)	(80)	(80)	(80)	(80)	(100)	(80)	(105)	(80)	(\$605)
Credit Line Payment / Other	0	0	0	(566)	0	0	0	0	0	0	(\$566)
Utility Deposits	0	0	0	0	0	0	0	0	0	0	\$0
US Trustee Fees	0	0	0	0	(20)	0	0	0	(20)	0	(\$40)
Wind-Down Costs	0	0									\$0
Non-Operating Disbursements	(505)	(845)	(84)	(686)	(240)	(733)	(140)	(120)	(265)	(1,135)	(\$3,319)
Total Disbursements	(2,419)	(2,952)	(558)	(1,803)	(1,749)	(2,646)	(1,843)	(1,263)	(1,105)	(2,719)	(\$13,129)
Net Cash Flow	(110)	(725)	218	(361)	(1,000)	(1,861)	(214)	(469)	(455)	(2,069)	(\$6,429)
Cumulative Net Cash Flow	(110)	(836)	(618)	(361)	(1,362)	(3,223)	(3,437)	(3,905)	(4,360)	(6,429)	

Cash Collateral/DIP Budget – Projected DIP Loan Balance

Coast Crane Company							
Cash Flow Forecast							
(\$ in 000s)							
Week #	1	2	3	4	5	6	7
Week Ending Wed,	10/20/10	10/27/10	11/3/10	11/10/10	11/17/10	11/24/10	12/1/10
LIQUIDITY							
Availability / (Overadvance)							
(+) A/R	\$2,628	\$2,544	\$3,961	\$3,256	\$3,133	\$3,133	\$3,253
(+) Parts Inventory	0	0	0	0	0	0	0
(+) Equip > 6 Months Old Inv.	1,733	2,588	1,733	1,733	1,733	1,820	2,167
(+) Equip < 6 Months Old Inv.	176	176	176	176	176	176	176
(+) Stabilizers Inv.	0	0	0	0	0	0	0
(+) Used Equip. Inv.	234	234	234	234	234	234	234
(+) Service Vehicle Inv.	828	828	828	828	828	828	828
(+) Rental Equipment Inv.	63,032	62,884	62,642	62,494	62,345	61,502	61,353
(-) Reserves	(4,888)	(5,232)	(5,232)	(4,129)	(4,129)	(4,176)	(4,623)
Total Availability	\$63,742	\$64,021	\$64,341	\$64,591	\$64,320	\$63,516	\$63,387
(-) Maximum Revolving Advance Amount	(76,810)	(76,901)	(78,769)	(78,980)	(79,425)	(79,915)	(82,020)
Availability / (Overadvance)	(13,068)	(12,880)	(14,427)	(14,388)	(15,105)	(16,399)	(18,633)
Overadvance)	(13,068)	(12,880)	(14,427)	(14,388)	(15,105)	(16,399)	(18,633)
Under / (Over) Limit	0	0	0	0	0	0	0
Maximum Revolving Advance Amount	76,810	76,901	78,769	78,980	79,425	79,915	82,020
Max Loan Balance	76,810	76,901	78,769	78,980	79,425	79,915	82,020
Under / (Over) Limit	0	0	0	0	0	0	0
Book Cash							
Beginning Balance	2,198	1,335	426	433	430	407	442
(+) Draws	940	700	2,000	1,800	1,200	1,000	1,700
(+) Cash Disbursements	(1,803)	(1,609)	(1,993)	(1,803)	(1,223)	(965)	(1,664)
Ending Balance	1,335	426	433	430	407	442	478
CREDIT FACILITY							
Pre-Petition Indebtedness							
Beginning Balance		\$67,752	\$67,003	\$66,218	\$64,589	\$63,794	\$63,144
(+) Additions		0	0	0	0	0	0
(-) Repayments		(749)	(785)	(1,629)	(795)	(650)	(650)
Ending Balance	67,752	67,003	66,218	64,589	63,794	63,144	62,494
Post-Petition Indebtedness							
Beginning Balance		9,058	9,898	12,551	14,391	15,631	16,771
(+) Additions for Interest/Fees		140	653	40	40	140	1,055
(+) Additions for Non-Lender Disbursements		700	2,000	1,800	1,200	1,000	1,700
(-) Repayments	0	0	0	0	0	0	0
Ending Balance	9,058	9,898	12,551	14,391	15,631	16,771	19,526
Maximum Revolving Advance Amount	76,810	76,901	78,769	78,980	79,425	79,915	82,020